

ASSIGNMENT INVOICE

TO: MAGGIE HAMILTON
DIRECTOR OF MARKETING
HAMILTON GRAY
3519 WEST SIXTH STREET
LOS ANGELES CA 90020
213-380-3933

INVOICE# 1644
DATE: 1/8/1996
P.O.#

JOB FOR: JENNIFER WEINGROFF
UNITED PARAMOUNT NETWORK

JOB TITLE: SENTINEL

DESCRIPTION:

FOR PHOTOGRAPHING THE SENTINEL ON 1/4/95. PLEASE NOTE ALL OVERAGES WERE APPROVED. THERE IS ALSO PROPS ON MY ACCOUNT THAT WAS NOT ESTIMATED FOR.

USE:

ALL RIGHTS OF USAGE ARE GRANTED TO THE CLIENT. MICHAEL GRECCO RETAINS THE COPYRIGHT TO ALL PHOTOGRAPHS. MICHAEL GRECCO ALSO RETAINS THE RIGHT TO USE ANY PHOTOGRAPH FOR PERSONAL PORTFOLIO AND PROMOTIONAL USE.

FEE:

| | | |
|-------------------------|-------------------|-------------------|
| 1 DAY(S) CREATIVE FEE @ | \$2,625.00 | \$2,625.00 |
| 1 DAY(S) PREPARATION @ | \$750.00 | \$750.00 |
| | FEE TOTAL: | \$3,375.00 |

LABOR:

| | | |
|---|---------------------|-------------------|
| 2 DAY(S) ASSISTANT #1 PRE-LITE & SHOOT @ | \$175.00 | \$350.00 |
| 2 DAY(S) ASSISTANT #2 PRE-LITE & SHOOT @ | \$175.00 | \$350.00 |
| 2 DAY(S) ASSISTANT #2 SET CONSTRUCTION @ | \$175.00 | \$350.00 |
| 1 DAY(S) ASSISTANT #2 RETURNS & FILM RUNS @ | \$175.00 | \$175.00 |
| 10 HOUR(S) OVERTIME @ | \$25.00 | \$250.00 |
| | LABOR TOTAL: | \$1,475.00 |

MATERIALS:

| | | |
|---------------------------------|-------------------------|-------------------|
| 64 ROLLS OF 2 1/4 COLOR @ | \$10.00 | \$640.00 |
| 18 ROLLS OF 2 1/4 B & W @ | \$10.00 | \$180.00 |
| 16 FUJI INSTANT FILM (DOUBLE) @ | \$30.00 | \$480.00 |
| 82 ROLLS PROCESSED @ | \$20.00 | \$1,640.00 |
| | MATERIALS TOTAL: | \$2,940.00 |

PRODUCTION:

| | | |
|--|--------------------------|-------------------|
| EQUIPMENT RENTALS: | | \$634.98 |
| STUDIO: 2 DAY RENTAL WITH OVERTIME AND CLEANING | | \$1,090.00 |
| BACKGROUNDS, SEAMLESS- 9' & 12' | | \$150.00 |
| EXPENDABLES: TAPE, GELS, FILTERS, BATTS., CINEFOIL, ETC. | | \$50.00 |
| PROPS, & SETS | | \$519.14 |
| CATERING | | \$385.21 |
| MEALS | | \$146.43 |
| 220 MILES @ | \$0.34 | \$74.80 |
| PHONE CALLS: LOCAL, I.D., & CELLULAR W/L.D. & ACCESS | | \$38.75 |
| | PRODUCTION TOTAL: | \$3,089.31 |

| | |
|---------------------|---------------|
| SUBTOTAL | \$10,879.31 |
| SALES TAX @ 0.00% | \$0.00 |
| FINAL TOTAL | \$10,879.31 |
| ADVANCE/PAYMENT | \$10,879.31 |
| BALANCE U.S. | \$0.00 |

NET 30 - DUE BY 2/7/96

PLEASE MAKE CHECKS PAYABLE TO "MICHAEL GRECCO", SS# 127-48-1814

TERMS AND CONDITIONS

1. **Acceptance of terms.** The photographs which are subject of this agreement are sent on the condition that the terms stated below are agreed to in full. Holding photographs beyond five days constitutes acceptance of these terms, including agreement to the liquidated damages provision. If you do not agree to all the terms of this agreement, please return all photographs at once.
2. **Copyright protection/copyright law.** Client acknowledges that Michael Grecco Photography owns the copyright to the photographs and agrees to take all necessary precautions to insure protection of such copyright.
 - a) For non-editorial use, client will provide copyright protection by placing proper copyright notice on any use. Proper notice is (c) (year) Michael Grecco.
 - b) For editorial use, a credit line in the form (s) (year) Michael Grecco shall appear adjacent to it within the photograph itself in type no smaller than that of related text. Failure to include the foregoing shall result in a treble fee. Client acknowledges that such treble fee is fair and reasonable for the loss of recognition and lack of copyright protection resulting from the failure to give proper copyright notice or credit line.
3. **Scope of license.** Rights granted are for one use only (excluding buy-outs). Rights granted under this license may not be assigned or transferred without written permission. Materials may not be reproduced, copied, protected, commercialized or otherwise used without express written consent. No rights are granted until payment is received by Michael Grecco Photography.
4. **Model releases.** No model releases exist unless specified by Michael Grecco Photography. Client acknowledges that Michael Grecco Photography makes no warranty of model release for photographs supplied under this agreement.
5. **Notice and copies.** Client will provide Michael Grecco Photography with details of all photographs before use and provide Michael Grecco Photography with two free copies of all photographs appearing in print within seven days of printing.
6. **Return of photographs.** All photographs shall be returned undamaged within 30 days of client's receipt unless specifically agreed otherwise in writing by Michael Grecco Photography. Return of photographs must be by registered mail or freight or bonded messenger, in all cases fully insured with return receipt requested. Client retains responsibility for safe return of photographs and liability for damage thereto until received by Michael Grecco Photography or his authorized agent. All photographs not returned within 30 days of receipt by the client will be subject to a holding charge of \$5.00 per week per image unless otherwise agreed in writing.
7. **Lost or damaged photographs.** The parties acknowledge that it is difficult and impractical to determine the exact value of each photograph subject to this agreement. Therefore the parties agree that the reasonable value of each original photograph lost, damaged or altered is \$1,500.00 per photograph unless another value is agreed on in writing. The parties also agree that \$100.00 is a reasonable fee for each lost or damaged duplicate photograph of which Michael Grecco Photography holds the undamaged original. Acceptance of this liquidated damages provision by client is a material consideration for delivery by Michael Grecco Photography to the client of photographs governed by this agreement.
8. **Vicarious responsibility.** Client accepts responsibility and liability for all acts of its employees, agents, assigns, messengers, printers, shippers, researchers and all others acting at its request or on its behalf.
9. **Indemnity.** Client agrees to hold Michael Grecco Photography and any other photographer harmless and to indemnify them from all claims, liabilities, damages and expenses, including reasonable attorney's fees, arising out of any use of photographs supplied by Michael Grecco Photography including, but not limited to those arising from misuse of photographs, privacy claims and lack of model releases.
10. **Default.**
 - a) All bills are due immediately upon receipt of the described photographs and must be paid before any use is made of photographs supplied. Use prior to full payment, or any misuse, damage or loss of photographs, will be a default under this agreement.
 - b) Interest on any defaulted amount will occur from the date of first use, misuse, damage, loss or any other event until paid in full, at a rate of 1.5% monthly or the maximum rate permitted by law.
 - c) A late charge of 1.5% monthly of the defaulted amount due but not paid will be assessed on the default. This late charge is intended by both parties as full compensation to Michael Grecco Photography for the inconveniences occasioned by the default and the cost of carrying a defaulted account.
 - d) All cost of collection of defaulted accounts, including interest and late charges, will be charged to client in addition to the amount payable. These costs of collection include but are not limited to, reasonable attorney's fees and court costs.
11. **Governing law.** This agreement is governed by the laws of the state of California.
12. **Attorney's fees.** In the event of litigation between parties to this agreement concerning the subject of this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and the cost of suit from the other party.
13. **Waiver.** No action of Michael Grecco Photography other than a written waiver may be construed as waiving any part of this agreement, and no written waiver may be construed as giving any part of the agreement beyond what is specifically given.
14. **Arbitration.**
 - a) Any controversy between the parties regarding the construction or application, and any claim arising out of this agreement or its default or breach, will be submitted to binding arbitration on written request by one party to the other.
 - b) The parties will each appoint one person to hear and determine the dispute. These two arbitrators will choose a third arbitrator whose decision will be binding on both parties. The cost of any arbitration will be allocated among the parties in the proper proportions decided by the arbitrators, based on the merits of the case and each party's good faith efforts to handle the dispute.
 - c) The arbitrators will be governed and enforced under the provisions of The California Arbitration Law, Code of Civil Procedure sections 1280 and following for any other similar successor statute.
15. **Estimates.** All expense estimates are subject to normal trade variances of 10%.
16. **Copyright jurisdiction.** Client hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by Michael Grecco Photography under the Copyright Act of 1976, as amended.
17. **Overtime.** In the event that shoot extends beyond eight (8) consecutive hours, Michael Grecco Photography may charge for such excess time of assistants and freelance staff at the rate of one-and-a-half their hourly rates.
18. **Reshoots.** Client will be charged 100% fee and expenses for any reshoot required by Client. For any reshoot required because of an act of God or the fault of a third party, Michael Grecco Photography will charge no additional fee and Client will pay all expenses. If Michael Grecco Photography charges for special contingency insurance and it is paid in full for the shoot, Client will not be charged for any expense covered by insurance. A list of exclusions from such insurance will be provided on request.
19. **Cancellations and postponements.**
 - a) Client is responsible for payment of all expenses incurred up to the time of cancellation, plus 50% of Michael Grecco Photography's fee. If notice of cancellation is given less than two (2) business days before the shoot date, Client will be charged 100% fee.
 - b) Weather postponements. Unless otherwise agreed, Client will be charged 100% fee if postponement is due to weather conditions while on location and 50% fee if postponement occurs before departure to location.
20. **Survivability.** If any provision is found unenforceable, the remaining terms will be unaffected and will remain in force.
21. **Time is of the essence.** Time is of the essence with respect to payment and return of materials.
22. **Buy-outs.** Notwithstanding any of the foregoing, "buy-outs" entitle client to multiple uses of the photos with copyright notices whenever published. Commercial exploitation of any part of any photo in any form is strictly prohibited.
23. **Entire agreement.** This agreement contains the entire agreement between client and Michael Grecco Photography. It supersedes all other agreements, oral and written, between them with respect to the photographs, and no other agreement between them for the subject matter of this agreement is valid or binding. This agreement may be modified only in a writing signed by both parties.